



ROETZEL

ROETZEL & ANDRESS, A LEGAL PROFESSIONAL ASSOCIATION

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May 1, 2025

CONFIDENTIAL SETTLEMENT COMMUNICATION

VIA EMAIL (andrew.kasmen@obermayer.com) & U.S. MAIL

Andrew Kasmen, Esq.
Obermayer Rebmann Maxwell & Hippel LLP
1001 Conshohocken State Road, Suite 1-210
West Conshohocken, PA 19428

Re: JTS Capital 4 LLC's Claims Against Northwest Bank Upon Loans to Pine
Grove Ambulatory Surgical Center, LLC ("Borrower") -
JTS Loan No. 16600010 (\$3,760,000 Loan)
JTS Loan No. 16600011 (\$250,000 Loan)

Dear Attorney Kasman:

April 29, 2025, marked the expiration of the 90-day deadline for Northwest to cure its breach of the Loan Sale Agreement between Northwest Bank ("Northwest") and JTS Capital 4 LLC ("JTS") dated December 18, 2024 (the "Agreement"). Notwithstanding Northwest's assertions to the contrary, the failure to disclose the judgments your client obtained constituted a material breach of the Agreement, as explained in our previous demand. JTS has been operating in good faith to mitigate its damages by obtaining bids for the repurchase of the loans. Based on the bids it received, JTS has incurred actual damages to date of \$633,929.73. Given the costs associated with litigation, JTS is willing to accept \$633,929.73 plus its legal expenses in full and final settlement of its claims, including claims for breach of contract and fraud, arising from Northwest's failure to disclose the judgments. This offer will remain open until 12 pm CST on Friday, May 2, 2025.

Very truly yours,

ROETZEL & ANDRESS, LPA

A handwritten signature in black ink, appearing to read "SKellogg".

Sarah C. Kellogg

cc: D. Porter (via e-mail only)
J. Rutter, Esq. (via e-mail only)